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Hamilton. Dept of the City Solicitor

L Toronto, Hamilton & Buffalo
Railway Services - Legal
documents.

1979

IN THE MATTER OF the reconsideration, pursuant to Section 260 of The Railway Act, of the Applications for discontinuance of the following passenger-train services, in order to determine whether they should be maintained or discontinued, in whole or in part, between:

Toronto and Hamilton - Canadian Pacific Limited (Trains Nos. 321, 322),

Hamilton and Welland - Toronto, Hamilton and Buffalo Railway Company (Trains 371, 376),

Welland and Fort Erie (Buffalo) - Consolidated Rail Corporation, then the Penn Central Transportation Company (Trains Nos. 371, 376)

IN THE MATTER OF Orders Nos. R-15307 and R-25782 of the Railway Transport Committee dated November 20, 1972 and November 18, 1977 respectively.

SUBMISSION OF THE CORPORATION OF THE CITY OF HAMILTON

1. This is a submission of The Corporation of the City of Hamilton in response to a Notice of Public Hearing, dated the 13th day of March, 1979, whereby Canadian Pacific Limited, Toronto, Hamilton and Buffalo Railway Company and Consolidated Rail Corporation, pursuant to Section 260 of The Railway Act, have applied to the Railway Transport Committee of the Canadian Transport Commission for discontinuance of the following passenger-train services between:

Toronto and Hamilton - Canadian Pacific Limited (Trains Nos. 321, 322),

Hamilton and Welland - Toronto, Hamilton and Buffalo Railway Company (Trains Nos. 371, 376),

Welland and Fort Erie (Buffalo) - Consolidated Rail Corporation, then the Penn Central Transportation Company (Trains Nos. 371, 376).

2. The Corporation of the City of Hamilton hereby records its objection to the discontinuance of the passenger-train services as outlined above.

3. The Corporation of the City of Hamilton states, and the fact is, that such a discontinuance of service between Hamilton and Welland will be contrary to the City of Hamilton By-law No. 755, enacted on the 29th day of October, 1894 and in breach of an Agreement between The Toronto, Hamilton and Buffalo Railway Company and The Corporation of the City of Hamilton, dated the 12th day of December, 1895.
4. The aforesaid By-law No. 755 provided, inter alia, for a grant of \$225,000 paid to The Toronto, Hamilton and Buffalo Railway Company, (hereinafter called the "Company"), by delivering to the Company a debenture under the following conditions:
 - (1) Upon the completion by the Company of a railway connection from Hamilton to a point on the Canada Southern Railway at or near the Town of Welland or east of the said Town of Welland passing through the City of Hamilton by a southerly route.
 - (2) Upon the completion by the Company of a direct connection from the line of the Canada Southern Railway at Waterford, through Brantford to Hamilton, independent of the Grand Trunk Railway and of the Canadian Pacific and South Ontario Pacific Railway Companies, and connected at Hamilton with the Toronto, Hamilton and Buffalo Railway Company's line to a point on the Canada Southern Railway at or near to or east of the Town of Welland.
 - (3) Upon the said Railway being actually opened for traffic AND BEING OPERATED SO AS TO GIVE ADEQUATE

AND REGULAR DAILY TRAIN SERVICE, BOTH FOR PASSENGERS AND FREIGHT, between Hamilton and a point on the Canada Southern Railway at or near to or east of the Town of Welland, and between Hamilton, Brantford and Waterford, and a through connection with the Canada Southern Railway and over that Railway with the Michigan Central systems, at or near to or east of Welland and at Waterford respectively.

- (4) Upon By-law No. 755 and all conditions contained therein having been made and declared by competent legislative authority to be binding upon the Company AND ALL WHO MAY CLAIM UNDER IT.
- (5) Upon the Company's charter providing that in the event of the railway lines referred to above or any part of them COMING UNDER CONTROL of the Grand Trunk Railway Company, the Canadian Pacific Railway Company or the South Ontario Pacific Railway Company, or any other company, person or persons acting for or in the interest of either of these companies, OR BEING OPERATED as part of or in alliance with any of the said systems OR CEASING TO BE OPERATED, as hereinbefore provided, so as to give a through connection with the Canada Southern Railway and over that Railway with the Michigan Central systems, or in the event of the Company either directly as a company or indirectly through any other company, person or persons BUILDING OR OPERATING OR FORMING A CONNECTION with any

the proposed railway service, and the
arrangement for the same, between the
point on the Canada Pacific Railway at or
near to or east of the town of Kelowna, and
between Kamloops, Hazelton and Vancouver,
and a through connection with the Canadian
Rocky Mountain Railway and over that Railway with
the Northern Canadian system, as or near to
or east of Kamloops and at Hazelton respectively.

(4) Upon the law No. 155 and all conditions con-
tained therein having been made and declared
by competent legislative authority to be in-
line upon the Company and all who may claim there-
in.

(5) Upon the Company's charter providing that in
the event of the railway lines referred to above
at any part of them coming under control of the
Grand Trunk Railway Company, the Canadian Pacific
Railway Company or the Great Canadian Pacific
Railway Company, or any other company, person
or persons acting for or in the interest of
either of these companies, or being entitled as
part of or in alliance with any of the said
systems or trusts to be operated, as herein-
before provided, so as to give a through con-
nection with the Canada Southern Railway and
over that Railway with the Northern Canadian
system, or in the event of the Company either
directly or indirectly through any
other company, person or persons acquiring or
operating or forming a connection with any

railway running from the City of Brantford or any point between Brantford and Hamilton to the City of Toronto or any point near Toronto which railway does not pass through the City of Hamilton, then

THE AMOUNT OF ANY DEBENTURES WHICH MAY HAVE BEEN ISSUED AND DELIVERED TO THE COMPANY, ITS SUCCESSORS OR ASSIGNS UNDER OR BY VIRTUE OF THE GRANT MADE BY THIS BY-LAW TO THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY SHALL BE REPAID TO THE CORPORATION OF THE CITY OF HAMILTON WITH INTEREST, and the amount thereof shall form a first lien and charge, prior to all other liens and charges, upon the Toronto, Hamilton and Buffalo Railway Company.

5. By-law No. 755 also provided that the Company shall build on or before the 1st day of September, 1895, and SHALL ALWAYS MAINTAIN a first class passenger station in the central part of the City of Hamilton, and all regular passenger trains of the Toronto, Hamilton and Buffalo Railway running from or through Brantford to Toronto or from Toronto to or through Brantford, or from Brantford to Welland or Welland to Brantford, shall stop at such principle passenger station of the Company in Hamilton, and all regular passenger trains running through Hamilton shall stop at such station, and the Company shall also build before the 1st day of September, 1895 and SHALL ALWAYS MAINTAIN a second passenger station within the limits of the City of Hamilton at some point on or near Locke Street, south of Main Street.

anyway running from the City of Hamilton
at any point between Hamilton and Toronto
to the City of Toronto or any point near
Toronto which railway does not pass through
the City of Hamilton, then

the Board of Railways will have
the power to lay down and maintain the
lines and to operate the same, and to
construct or acquire or by virtue of
the grant made by this Act to the Toronto,
Hamilton and Northern Railway Company shall be
vested to the Corporation of the City of
Hamilton with interest, and the annual interest
shall be a fixed sum and charge, paid to
all other lines and charges, upon the Toronto,
Hamilton and Northern Railway Company.

2. By-law No. 755 also provided that the Corporation shall
on or before the 1st day of September, 1905, and shall
always maintain a first class passenger station in the
corporate part of the City of Hamilton, and all regular
passenger trains of the Toronto, Hamilton and Northern
Railway running from or through Hamilton to Toronto or
from Toronto to or through Hamilton, or from Hamilton
to Hamilton or Hamilton to Hamilton, shall stop at such
passenger station of the Corporation in the City of Hamilton,
and all regular passenger trains running through Hamilton
shall stop at such station, and the Corporation shall also
before the 1st day of September, 1905 and shall
maintain a second passenger station within the
limits of the City of Hamilton at some point on or near
Lower Street, north of Lake Street.

6. By-law No. 755 also provided that the debentures were not to be delivered to the Company unless and until,
 - (a) the conditions contained in the By-law with regards to delivery of such debentures to the Company have been fulfilled; and
 - (b) the Company entered into an agreement with The Corporation of the City of Hamilton to perform, observe and comply with the agreements, obligations, terms and conditions in the By-law.
7. Subsequently, the Company and The Corporation of the City of Hamilton entered into the Agreement dated the 12th day of December, 1895, referred to in paragraph 3, above which provided that the Company, ITS SUCCESSORS AND ASSIGNS shall and always will in all respects perform, observe and comply with all the agreements, obligations, terms and conditions in By-law No. 755.
8. By-law No. 755 was confirmed and declared to be legal, valid and binding to all intents and purposes by an Act to Confirm By-law No. 755 of the City of Hamilton, Statutes of Ontario 1895, Chapter 68.
9. By-law No. 755 was ratified and confirmed and declared valid and binding upon the parties thereto so far as such confirmation is within the powers of the Parliament of Canada, by an Act respecting the Toronto, Hamilton and Buffalo Railway Company, Statutes of Canada 1895, 58-59 Vic., Chapter 66.
10. Subsequently, The Corporation of the City of Hamilton on June 14, 1897 enacted By-law No. 895 wherein The Corp-

By-law No. 755 also provided that the Corporation was not to be subjected to the Company's rules and regulations. The conditions contained in the By-law with regard to delivery of such materials to the Company have been fulfilled and the Company entered into an agreement with the Corporation of the City of Hamilton to provide, construct and supply with the materials, equipment, and conditions in the By-law.

Subsequently, the Corporation and the Corporation of the City of Hamilton entered into the Agreement dated the 15th day of December, 1937, referred to in paragraph 3, above which provided that the Company, its successors and assigns shall and always will in all respects perform, observe and comply with all the covenants, obligations, terms and conditions in By-law No. 755.

By-law No. 755 was confirmed and declared to be legal, valid and binding on all interests and purposes by an Act to Confirm By-law No. 755 of the City of Hamilton, 1938, and of Ontario 1938, Chapter 66.

By-law No. 755 was ratified and confirmed and declared valid and binding upon the parties hereto so far as such confirmation is within the powers of the Parliament of Canada, by an Act respecting the Toronto, Hamilton and Buffalo Railway Company, Statutes of Canada 1935, 58-59 Vic., Chapter 66.

Subsequently, The Corporation of the City of Hamilton on June 14, 1937 enacted By-law No. 155 wherein The Corp-

oration of the City of Hamilton consented to the transfer of control of the Company for the purpose of security by virtue of certain agreements between the Company, the Michigan Central Railroad Company, The Canada Southern Railway Company, The Canadian Pacific Railway Company, The Dominion Construction Company and The American Loan Company. The consent was given because such transfer might be a breach of certain conditions in By-law No. 755 and in the Agreement of December 12, 1895 relating to control.

11. By-law No. 895 in consenting to the transfer of control for limited purposes acquiesced in the agreements and amendments referred to in paragraph 10, above, waived all forfeitures or breaches of conditions which might be claimed by or on behalf of The Corporation of the City of Hamilton under the terms of By-law No. 755 and the Agreement of December 12, 1895. But, By-law No. 895 expressly declared that NOTHING IN SUCH RELEASE OR IN BY-LAW NO. 895 SHALL RELEASE, IMPAIR OR AFFECT ANY CONDITION OR AGREEMENT CONTAINED IN OR IMPOSED BY THE SAID BY-LAW NO. 755 OR THE AGREEMENT DATED DECEMBER 12, 1895 except insofar as it relates to the consent referred to above.

12. By an Undertaking dated the 9th day of September, 1976 given to The Corporation of the City of Hamilton, Canadian Pacific Limited agreed that if the City passed a By-law consenting to waive all forfeitures and breaches of conditions which might be claimed by or on behalf of The Corporation of the City of Hamilton requiring repayment of the grant in aid of the railway and interest thereon under the terms and conditions of By-law No. 755, so far as such

operation of the City of Hamilton transferred to the control
of control of the Company for the purpose of security by
virtue of certain agreements between the Company, the
Michigan Central Railroad Company, The Grand Trunk
Railway Company, The Canadian Pacific Railway Company,
The Hamilton Construction Company and the Hamilton Road
Company. The agreement was given pursuant to the
order of a branch of certain conditions in N.Y. No. 125
and in the agreement of December 11, 1902 relating to
control.

11. N.Y. No. 125 is transferred to the transfer of control
for limited purposes specified in the agreement and
agreements referred to in paragraph 10, above, waived all
interests or branches of conditions which might be claimed
by or on behalf of the Corporation of the City of Hamilton
under the terms of N.Y. No. 125 and the agreement of
December 11, 1902. But, N.Y. No. 125 expressly declared
that nothing is such release or in N.Y. No. 125 shall
RELEASE, IMPAIR OR AFFECT ANY CONDITION OR AGREEMENT CON-
TAINED IN OR REFERRED BY THE SAID N.Y. No. 125 OR THE
AGREEMENT DATED DECEMBER 11, 1902 except insofar as it
relates to the consent referred to above.

12. By an order dated the 7th day of September, 1902
given to the Corporation of the City of Hamilton, Canada
Pacific Limited agreed that if the City passed a by-law
authorizing to waive all interests and branches of con-
ditions which might be claimed by or on behalf of the Corp-
oration of the City of Hamilton regarding payment of the
grant in aid of the railway and interests therein under the
terms and conditions of N.Y. No. 125, so far as such

forfeiture or breach of condition may arise from the Company coming under the control of Canadian Pacific Limited, the Company and Canadian Pacific Limited jointly and severally accepted and agreed without reservation to all the terms and conditions of By-law No. 755 as they applied to the property, rail lines and stations of the Company and all matters and things relating thereto for the purpose of giving effect to By-law No. 755.

13. The consent referred to in paragraph 12 was a consent to the purchase by Canadian Pacific Limited of the shares of the Company that were owned by the trustees of the property of Penn Central Transportation Company and The Michigan Central Railroad Company. In consequence of the consent, The Corporation of the City of Hamilton enacted By-law No. 76-255 on the 14th day of September, 1976, as amended by By-law No. 76-283, passed on the 12th day of October, 1976.
14. By-law No. 76-255, as amended by By-law No. 76-283, waived all forfeitures or breaches of conditions which might be claimed by or on behalf of The Corporation of the City of Hamilton by reason of the acquisition by Canadian Pacific Limited of control of the Company, requiring repayment to The Corporation of the City of Hamilton of the grant in aid of \$225,000 and interest under By-law No. 755, but the waiver does not affect any other terms or conditions of By-law No. 755.
15. The Corporation of the City of Hamilton invokes in its favour section 47 of The National Transportation Act, R.S.C. 1970, Chapter N-17 and asserts that the application, if successful, would be in breach of the Agreement between

the Company and The Corporation of the City of Hamilton dated the 12th day of December, 1895 and the Undertaking of the Company and Canadian Pacific Limited given to The Corporation of the City of Hamilton and dated the 9th day of September, 1976. In addition, The Corporation of the City of Hamilton asserts that the application, if granted, would be in contravention of the Act to confirm By-law No. 755 of the City of Hamilton, Statutes of Ontario 1895, Chapter 68 and the Act respecting the Toronto, Hamilton and Buffalo Railway, Statutes of Canada 1895, 58-59, Vic. Chapter 66 insofar as each of the Acts provides that By-law No. 755 is declared to be valid and binding upon The Corporation of the City of Hamilton and the Company.

16. In addition, The Corporation of the City of Hamilton expresses its concern that the uncertainty with respect to the supply of energy available for private transportation demands and submits that no railway passenger-train service be discontinued in whole or in part and that the Applicant be required to comply with By-law No. 755 and the Agreement dated the 12th day of December, 1895 insofar as the Applicant is prohibited from discontinuing passenger-train service.

17. In addition, The Corporation of the City of Hamilton submits that should the Agreement dated the 12th day of December, 1895 be breached, it would have no alternative but to institute proceedings to recover and obtain repayment of the amount of \$225,000 with interest to date, in accordance with By-law No. 755 and the said Agreement.

The Company and the Corporation of the City of Hamilton
dated the 15th day of December, 1922 and the undersigned
of the Company and Corporation hereby agreed to
The Corporation of the City of Hamilton and under the
15th day of December, 1922. In witness, the Corporation
of the City of Hamilton hereby certifies that the application, as
presented, would be in compliance of the Act as herein
provided for. 15th day of December, 1922. Attest:
1922. 15th day of December, 1922. Attest:
Hamilton and Northern Railway, Corporation of Canada 1922.
15th day of December, 1922. Attest:
that by-law No. 122 is hereby made and binding
upon the Corporation of the City of Hamilton and the
Company.

16. In addition, the Corporation of the City of Hamilton
presents the concern that the company with respect to
the supply of water, especially for private transportation
demands and requests that no railway passenger-train service
be discontinued in whole or in part and that the application
be referred to comply with by-law No. 122 and the same
made after the 15th day of December, 1922 in order as the
application is prohibited from discontinuing passenger-train
service.

17. In addition, the Corporation of the City of Hamilton
also that should the Agreement dated the 15th day of
December, 1922 be presented, it would have no alternative
but to institute proceedings to recover and obtain repay-
ment of the amount of \$222,000 with interest to date, in
accordance with by-law No. 122 and the said Agreement.

18. The Corporation of the City of Hamilton submits that the Application for discontinuance be rejected.
19. Attached hereto are the following documents which may be useful in explaining or supporting the submission herein:

- (1) By-law No. 755.
- (2) Agreement dated December 12, 1895.
- (3) By-law No. 895.
- (4) Undertaking dated September 9, 1976.
- (5) By-law No. 76-255, as amended by
By-law No. 76-283.

All of which is respectfully submitted.

DATED at the City of Hamilton, in the Province of Ontario,
this 9th day of April, 1979.

K. A. Rouff,
City Solicitor.
for The Corporation of
The City of Hamilton,
City Hall,
Hamilton, Ontario.
L8N 3T4

TO: The Secretary: J. O'Hara, Esq.,
Railway Transport Committee,
Canadian Transport Commission,
Ottawa, Ontario.
K1A 0N9

18. The Corporation of the City of Hamilton wishes that the application for discontinuance be refused.
19. Attached hereto are the following documents which may be useful in explaining or supporting the position herein:

- (1) By-law No. 753.
- (2) Agreement dated December 12, 1952.
- (3) By-law No. 595.
- (4) Undertaking dated September 2, 1952.
- (5) By-law No. 75-755, as amended by By-law No. 75-751.

All of which is respectfully submitted.

DATED at the City of Hamilton, in the Province of Ontario,

this 20th day of April, 1953.

E. A. Webb,
City Engineer,
for the Corporation of
the City of Hamilton,
City Hall,
Hamilton, Ontario.
LAW 371

TO: The Secretary, J. O'Hara, Esq.,
Railway Transport Commission,
Canadian Transport Commission,
Ottawa, Ontario.
LAW 372

BY-LAW No. 755.

FOR GRANTING A BONUS OF \$225,000 IN AID OF THE TORONTO
HAMILTON AND BUFFALO RAILWAY COMPANY.

Whereas, the Toronto Hamilton and Buffalo Railway Company have applied to this Council for a bonus in aid of their Railway, and it has been deemed to be in the interests of the citizens, in order to secure a competing railway line through the city, that a bonus of two hundred and twenty-five thousand dollars should be granted to the said Railway Company upon the terms and conditions agreed upon between this Corporation and the Company, which terms and conditions are hereinafter set forth.

And whereas, in order to provide the said bonus, it will be necessary to issue debentures of this Municipality for the sum of two hundred and twenty-five thousand dollars, payable as herein provided, if all the conditions hereinafter contained are fulfilled.

And whereas, if the said debentures for \$225,000 be issued, it will be requisite to raise annually by special rate during the currency thereof, for paying the said debt and interest, the sum of \$14,403.

And whereas, the amount of the whole ratable property of the Municipality, according to the last revised assessment roll, is \$24,691,720.

And whereas, the existing debenture debt of this municipality amounts to \$2,928,732, and no principal or interest is in arrear.

Therefore the Municipal Council of the City of Hamilton enacts as follows:

1. It shall be lawful for the corporation of the said city, for the purpose aforesaid, to issue debentures of the said municipality for the sum of two hundred and twenty-five thousand dollars, as hereinafter provided, in sums of not less than one hundred dollars each, payable at the end of twenty-five years from the first day of September, 1895, such debentures to bear interest at four per cent. per annum from that date, and the interest on all said debentures to be payable half-yearly, on the first day of March and September in each year.

2. The said debentures, as to principal and interest, shall be payable at the office of the Treasurer of the said City of Hamilton.

3. It shall be lawful for the Mayor of the said municipality upon the fulfilment by the said Company of the terms and conditions in that behalf hereinafter contained, and he is hereby authorized and instructed upon such fulfilment thereof, to sign the said debentures hereby authorized to be issued and to cause the same and the interest coupons attached thereto, to be signed by the Treasurer of the said municipality; and the Clerk of the said municipality is hereby authorized and instructed to attach the seal of the said municipality to the said debentures upon the fulfilment by the Company of the said terms and conditions, and such debentures, when so signed and sealed, shall be delivered to the Company.

4. There shall be raised and levied annually by special rate on all the ratable property in the said Municipality, during the currency of the said debentures, for payment of the interest thereon, the sum of \$9,000, and for payment of the principal of said debentures, the sum of \$5,403.

5. The votes of the qualified electors of this Municipality shall be taken on this By-law by the Deputy Returning Officers hereinafter named, on Thursday, the eleventh day of October, 1894 commencing at the hour of nine o'clock in the morning, and continuing until five o'clock in the afternoon, at the under-mentioned places:

WARD	DIV.	PLACE.	RETURNING OFFICER.
1	1	666 King street east,	Alex. Turnbull.
1	2	404 King street east,	W. P. Smith.
1	3	51 Ferguson avenue south,	Richard Ellicott.
2	1	146 King street east,	J. M. Ellicott.
2	2	28 Main street east,	F. R. Hutton.
2	3	160 Catharine street south,	E. G. Payne.
2	4	24 Jackson street west,	Wm. Herman.
3	1	193 King street west,	R. Corner.
3	2	307 Main street west,	M. A. Pennington.
3	3	137 Hannah street west,	E. F. Smith.
3	4	501 King street west,	Wm. Kingdon.
3	5	299 Herkimer street,	Jos. Kent.
4	1	58 Caroline street north,	Robert Bryce.
4	2	136 Cannon street west,	Chas. Blackman.

WARD	DIV.	PLACE.	RETURNING OFFICER.
4	3	440 King street west,	Chris. Kerner.
4	4	Cor. York and Queen streets,	T. Tribute.
4	5	392 York street,	Alfred Richmond.
4	6	S. S. King's shop, Dundurn,	J. M. Dingwall.
5	1	13 Macnab street north,	Adam Hunter.
5	2	City Hall, James street,	L. Hills.
5	3	184 James street north,	Robert Leask.
5	4	149 Macnab street north,	Jas. Clark.
5	5	363 James street north,	J. B. Nelligan.
5	6	503 James street north,	Wm. Buckingham.
6	1	37 John street north,	Chas. Reid.
6	2	68 Cannon street east,	Jas. Byrnes.
6	3	113 Rebecca street,	Allan Land.
6	4	225 King William street,	Wm. Allen.
6	5	Cor. John and Barton streets, Houlden's shop,	Jas. Houlden.
6	6	364 Mary street,	Thos. Smith.
6	7	83 Picton street east,	Alex McPherson.
7	1	83 East avenue north,	Samuel Robins.
7	2	35 Ashley street,	Hedley Mason.
7	3	316 Barton street east,	Samuel Scott.
7	4	383 Cannon street east,	W. H. Martin.
7	5	Cor. Victoria avenue and Albert road,	T. Lawrence.
7	6	Town Hall, Barton,	A. W. Swazie.

6. On Tuesday, the 9th day of October, 1894, the Mayor shall attend at the Council Chamber, at 11 o'clock in the forenoon, to appoint persons to attend at the various polling places, and at the final summing up of the votes by the City Clerk on behalf of the persons interested in and promoting or opposing the passage of this By-law, respectively.

7. The Clerk of the Council of the said Municipality shall attend at his office in the City Hall, in the City of Hamilton, at 11 o'clock in the forenoon of Saturday, the 13th day of October, 1894, and sum up the number of votes given for and against the By-law.

TERMS AND CONDITIONS.

The following are the terms and conditions agreed on between this Corporation and the said Toronto Hamilton and Buffalo Railway Company, and the grant made by this By-law is hereby

declared to be subject thereto and to be payable to the said Railway Company in the manner and at the times set forth therein, and not otherwise, and no part of said grant shall be paid over to the said Company except in accordance with, and upon fulfilment of such terms and conditions:

i. The sum of \$225,000 granted by this By-law shall be paid to the Company by the delivery to them of debentures to that amount issued under this By-law and bearing interest at four per cent. per annum from the first day of September, 1895, but none of such debentures shall be so delivered to the Company until the completion of their railway as a first-class road constructed with steel rails weighing not less than eighty pounds to the yard, from Hamilton to a point on the Canada Southern Railway at or near the Town of Welland, or east of said Town of Welland, passing through the City of Hamilton by a southerly route, substantially according to the description and specification thereof, hereinafter contained; nor until the Company have completed a direct connection by a first-class line of railway, from the line of the Canada Southern Railway at Waterford, through Brantford to Hamilton, independent of the Grand Trunk Railway and of the Canadian Pacific and South Ontario Pacific Railway Companies, and connecting at Hamilton with the Toronto Hamilton & Buffalo Railway Company's line to a point on the Canada Southern Railway at or near to or east of the Town of Welland, such railway from Brantford to Garth's street in the City of Hamilton to be constructed with steel rails weighing not less than seventy pounds to the yard, nor until the said railway has been actually opened for traffic, and is being so operated as to give adequate and regular daily train service, both for passengers and freight, between Hamilton and a point on the Canada Southern Railway at or near to or east of the Town of Welland, and between Hamilton, Brantford and Waterford, and a through connection with the Canada Southern Railway and over that railway with the Michigan Central systems, at or near to or east of Welland and at Waterford respectively, nor until this By-law and all the conditions contained therein have been made and declared by competent legislative authority to be binding on the Toronto Hamilton and Buffalo Railway Company and all who may claim under them; and it has been provided in the Company's charter that in the event of the lines now proposed to be built by the Toronto Hamilton and Buffalo Railway Company from Hamilton to a point on the Canada Southern Railway at or near to or east of Welland, or the connecting line from Hamilton through Brantford to Waterford, or any part of said lines

coming under the control of the Grand Trunk Railway Company, the Canadian Pacific Railway Company or the South Ontario Pacific Railway Company, or of any company, person or persons acting for or in the interest of either of those companies or being operated as part of or in alliance with any of said systems, or ceasing to be operated, as hereinbefore provided, so as to give a through connection with the Canada Southern Railway, and over that railway with the Michigan Central systems, or in the event of the Toronto Hamilton and Buffalo Railway Company, either directly as a Company or indirectly through any other company, person or persons building or operating or forming a connection with any railway running from the City of Brantford or any point between Brantford and Hamilton to the City of Toronto or any point near Toronto, which railway does not pass through the City of Hamilton, the amount of any debentures which may have been issued and delivered to the Company, their successors and assigns under or by virtue of the grant made by this By-law to the Toronto Hamilton and Buffalo Railway Company shall be repaid to the Corporation of the City of Hamilton with interest, and the amount thereof shall form a first lien and charge, prior to all other liens and charges, upon the Toronto Hamilton and Buffalo Railway, and upon all the franchises and property of the Company, and the City Corporation hereby agree to join with the Toronto Hamilton and Buffalo Railway Company in applying for such legislation, provided that the Company shall not at the time it is applied for have made default in the performance of any of the conditions of this By-law, and that the City Corporation shall not be called upon to pay any share of the expense of such application.

2. The Company shall, before the day appointed for taking the vote of the qualified electors upon this By-law, pay, or cause to be paid, into the Bank of Hamilton, at its head office in this city, to the credit of the American Loan and Trust Company, of Boston, Mass., the sum of \$50,000, upon the terms that if this By-law is passed, the money so deposited shall be paid out only on the cheques of the said Loan and Trust Company, countersigned by George Roach, Esquire, one of the Directors of said Bank, and by the City Treasurer, on the production to them of vouchers establishing the expenditure of the amounts covered by such cheques, for work or labor of residents of Hamilton in the construction of said railway in the City of Hamilton, and between Hamilton and Copetown, provided that a sufficient number of such workmen and laborers, resident in Hamilton, can be obtained for the active prosecution of the work, at the rate of

wages current in Hamilton and its vicinity for the classes of work required, and the current rate of wages for all residents of the City shall be fixed at fifteen cents per hour for laborers employed upon work within the City of Hamilton, and twelve and a half cents per hour for all residents of the City employed as laborers upon work on the railway outside the City, and in all cases preference shall be given to such residents of Hamilton as are willing to be employed upon the work at such current rate of wages, and are competent for the work required, and an account shall be given to the Mayor of the City of Hamilton, whenever required by him, of the amounts paid out of such deposit of \$50,000, and of the purposes for which they have been paid, and the persons to whom the payments have been made.

3. The Company shall build before the first day of September, 1895, and shall always maintain a first-class passenger station in a central part of the City of Hamilton, and all regular passenger trains on the Toronto Hamilton and Buffalo Railway running from or through Brantford to Toronto or from Toronto to or through Brantford, or from Brantford to Welland, or Welland to Brantford, shall stop at such principal passenger station of the Company in Hamilton, and all regular passenger trains running through Hamilton shall stop at such station and the Company shall also build before the first day of September, 1895, and shall always maintain a second passenger station within the limits of the City of Hamilton at some point on or near Locke street south of Main street.

4. The debentures issued under this By-law shall bear interest at four per cent. per annum, from the first day of September, 1895, and be dated on that day, but no debentures shall be delivered to the Company, nor shall the Company become entitled to them or any part thereof, or to any interest thereon, unless and until the conditions contained in this By-law, with regard to the delivery of such debentures to the Company have been fulfilled on their part, nor until the Company shall have entered into an agreement with the City Corporation to perform, observe and comply with all the agreements, obligations, terms and conditions herein contained, and such agreement shall have been approved by the City Solicitors or one of them.

5. If the construction of the Toronto Hamilton and Buffalo railway line from the city of Brantford to Hamilton, or within the city of Hamilton, be not actively proceeded with before the first day of November next, or if the work of construction of the line from the city of Brantford to Hamilton, or within the city of

Hamilton, is not being actively proceeded with at that date, and continuously thereafter, with an average number of not less than one hundred men on each working day, so far as the weather will permit, or if the building of the railway from Brantford, through Hamilton to a point on the Canada Southern Railway, at or near to or east of the town of Welland, is thereafter abandoned, then in any of such events this by-law shall become void and of no effect; and it is hereby declared that time shall be of the essence of this by-law, both as to such active prosecution of the work and the continuance of the construction of the railway...

6. If, notwithstanding that the construction of the railway may have been proceeded with, as in the last preceding condition required, the said railway of the Toronto Hamilton and Buffalo railway company from Hamilton to a point on the Canada Southern railway at or near to or east of the town of Welland, through the city of Hamilton, and the railway from Waterford through Brantford to Hamilton, connecting at Hamilton with the said line to a point on the Canada Southern at or near to or east of the town of Welland, be not completed, opened and operated in the manner set forth in the first condition of this By-law, before the thirty-first day of December, 1895, the grant made by this By-law shall be forfeited, and time is hereby declared to be of the essence of this condition.

7. The Company shall at all times indemnify and save harmless the City Corporation from and against all claims for compensation, damages or costs, by reason or on account of the construction of the said railway, and if, not less than three months before the Company becomes entitled to the delivery of the debentures authorized by this By-law, notice shall be given to the City Corporation of Hamilton of any claim or claims against the said Company, for right of way purchased or acquired by the Toronto Hamilton and Buffalo Railway Company within the limits of the City of Hamilton, or for compensation for damage to real property taken or injuriously affected by the exercise within the City of Hamilton, of any of the powers granted for the railway, or against the City Corporation for compensation, damages or costs by reason or on account of the construction of the railway within the City, the said City Corporation shall retain out of any of the said debentures to which the Company may have become entitled under the conditions of this By-law, an amount sufficient to pay such claims and all costs relating thereto or occasioned thereby, and shall have the right to pay any of such claims and costs, when agreed upon or legally ascertained, and

It is a well-known fact that the Government of the United States has been very liberal in its treatment of the Chinese. It has granted them the same rights as it has granted to the other races. It has allowed them to settle in the same places as the other races. It has allowed them to engage in the same occupations as the other races. It has allowed them to hold the same offices as the other races. It has allowed them to enjoy the same privileges as the other races. It has allowed them to be treated as equals by the other races. It has allowed them to be treated as citizens by the other races. It has allowed them to be treated as men by the other races. It has allowed them to be treated as human beings by the other races. It has allowed them to be treated as Americans by the other races. It has allowed them to be treated as equals by the other races. It has allowed them to be treated as citizens by the other races. It has allowed them to be treated as men by the other races. It has allowed them to be treated as human beings by the other races. It has allowed them to be treated as Americans by the other races.

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to use so much of said debentures as may be necessary to enable them to make such payment or payments, but if any such claim be not prosecuted without delay, the Company shall be entitled to demand, and the City Corporation shall then deliver to the Company, any debentures retained as security for such claim.

8. If the City Council of Hamilton shall at any time by By-law open up any street or streets across any portion of the line of the Toronto Hamilton and Buffalo Railway Company, the Company shall allow any such street or streets to be so opened up across their lands and tracks without receiving any compensation therefor, and either by a level crossing or by a bridge or subway, as may be most convenient to the City Corporation, provided that in opening up any such street the City Corporation shall not interfere with the working of the railway, and if such crossing shall render necessary the removal of any switches or semaphores, or their wires or other appurtenances, they shall be removed by the Company at the request of the City Corporation, the cost of such removal to be paid by the City; and if the City Corporation shall desire to construct any sewers or lay any water pipes across or through the lands of the said Railway Company they shall be at liberty to do so without paying compensation to the Company, provided that the work is so done as not to injure or materially interfere with the working of the railway.

9. All works of construction, repair or maintenance of the Toronto Hamilton and Buffalo Railway, and of the bridges and tunnels thereon, and of the approaches thereto upon or along the streets of the City of Hamilton, shall be done by and at the expense of the Company, under the supervision and to the satisfaction of the City Engineer.

DESCRIPTION AND SPECIFICATION.

The following is the description and specification of the southerly route referred to in this By-law:

The line will extend from a point in the southerly limit of the City, not more than 1,200 feet east of the intersection of Aberdeen avenue with the westerly limit of the City; thence in a northeasterly direction, crossing Aberdeen avenue and all other intermediate streets and lanes to Garth street, and curving to the eastward by an open cutting, crossing Garth street immediately south of Hunter street, at a depth of not less than twelve (12) feet below present grade of Garth street; thence continuing easterly on said curve across

Hunter street to a point at or near to Poulette street, in the block between Hunter and Canada streets; thence eastwardly parallel to Hunter street to Queen street, crossing Poulette street 27 feet below present grade, Locke street 19 feet below, Pearl street 21 feet below, Ray street 21 feet below, and Queen street 20 feet below present grade of Queen street; the grade of Queen street not to be raised more than three feet, the Railway thence continuing by a Double Track Tunnel from the west side of said Queen street through the centre of Hunter street, passing under Hess, Caroline, Bay and Park streets to the east side of Park street, where the tunnel ends. The Railway will thence continue from the centre line of Hunter street at Park street, along Hunter street, but keeping to the north thereof as much as practicable, leaving as much of the street on the south side of the Railway as practicable for the use of teams and pedestrians.

The Railway Company shall wall up with stone or brick the south side of their track between Charles and Park streets, and place a good and substantial fence upon the wall so as to leave the street safe and free on the south side of the railway track. The line thence continuing eastwardly and crossing Charles street not more than seven feet below present street grade, and Macnab street with a cutting not to exceed three feet; thence along the north half of Hunter street (leaving the south half of said Hunter street for a driveway), crossing James, Hughson and John streets practically at grade, thence curving slightly southward crossing Catharine street and entering upon the block south of Hunter street and between Catharine and Walnut streets not more than 200 feet east of the east side of the said Catharine street; thence crossing Walnut, Ferguson avenue, Liberty, Aurora and Wellington streets and West and Victoria avenues, to a point not more than 200 feet immediately north of the Grand Trunk Railway; thence eastwardly along the foot of the mountain and north of the Grand Trunk Railway not more than 250 feet from said Railway to Wentworth street; thence across Wentworth street and continuing eastwardly to Sherman avenue, the eastern limit of the city, to a point in said Sherman avenue, south of Mountain avenue.

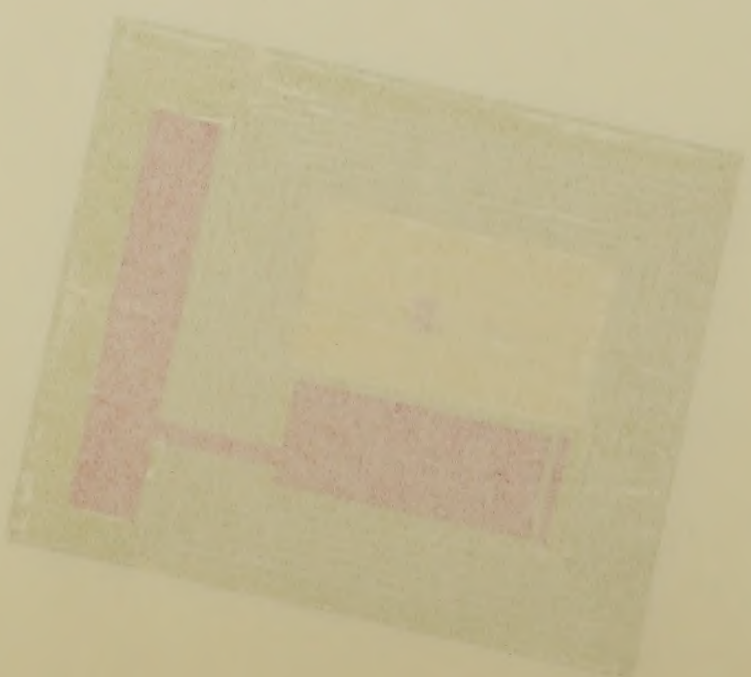
Overhead wooden bridges well and substantially built the full width of the streets, shall be constructed and maintained by and at the expense of the Company over Garth, Poulette, Locke, Pearl and Ray streets, with the necessary guards and guard rails.

The Company shall construct and maintain a public siding for the loading of freight cars from carts or wagons, and loading of

It is the duty of the Board of Directors to see that the Company is properly managed and that the interests of the stockholders are protected. The Board shall have the right to elect and remove officers and directors, and to fix their salaries. It shall also have the right to declare dividends and to issue bonds and other securities. The Board shall be responsible for the general management of the Company and for the execution of the policies adopted by the stockholders.

The Board of Directors shall consist of not less than five nor more than fifteen members, who shall be elected by the stockholders at the annual meeting. The Board shall elect one or more committees to investigate and report upon the affairs of the Company. It shall also have the right to call special meetings of the stockholders and to propose amendments to the charter and bylaws. The Board shall be authorized to execute all contracts and to do all acts and things which may be necessary or proper for the management of the Company.

The Board of Directors shall have the right to borrow money and to issue bonds and other securities, and to mortgage the property of the Company. It shall also have the right to lease or purchase real estate and to sell or dispose of the same. The Board shall be authorized to execute all contracts and to do all acts and things which may be necessary or proper for the management of the Company.



carts or wagons from freight cars, at some point between Hunter and Main streets, adjacent to or along the east line of Garth street, and extending along said east line to a point within 200 feet of Main street, the Company to leave present roadway on Garth street in as good condition as it is in now for the use of horses and vehicles.

The Railway Company shall lay down double tracks from some point near Garth street to Wentworth street, exclusive of all necessary sidings and switches.

All the grade crossings of streets and avenues and all the railway tracks along the surface of the streets are to be made good up to the rails, and planked between the rails and alongside of the tracks in a substantial and workmanlike manner, by and at the expense of the Company.

The highway above the tunnel on Hunter street, shall immediately upon the completion of the tunnel, as it progresses, be filled in, and the roadway, ditches, sidewalks and street crossings thereon be made good by and at the expense of the Company, and to the satisfaction of the City Engineer, and no part of the tunnel shall be kept open any longer than is absolutely necessary for its completion.

During the construction of the tunnel, the Company shall erect temporary bridges for the passage of horses and vehicles over the excavations for the Railway, at the crossing of such streets between Garth and Park streets, as the City Engineer shall direct, provided such bridges do not interfere with the active prosecution of the work.

The Company shall, at their own expense, sufficiently protect by watchmen and gates Macnab, James, Hughson and John streets where they are crossed by the Railway, and if at any time the Railway Committee of the Privy Council shall decide that gates or other appliances for the protection of the public shall be placed at any of the street crossings or elsewhere within the limits of the City of Hamilton, the cost of construction and setting up and the cost of maintaining and operating such gates or other appliances shall be borne by the Toronto Hamilton and Buffalo Railway Company.

The pipe sewer on Queen street shall, at the crossing of that street by the Railway, be turned westerly through the Railway cut, and laid in that cut, the City Corporation

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to be at liberty to lay the sewer there at the expense of the Company, and all sewers and water pipes which may be interfered with by the Railway Company in the construction of their line may be made good, or substitutes may be made therefor by the City Corporation at the expense of the Company, and the supply of water and the flow of the sewers may be so maintained in the cut during the construction of the work, and all such expenses of changing or relaying sewers or water pipes and of maintaining the supply of water and of the flow of the sewers, shall be paid by the Company to the City Corporation on demand, and if at the time the Company may become entitled to any debentures under the terms of this By-law, any such expenses shall remain unpaid by the Company to the City, the amount thereof with interest from the time of demand of payment, may be deducted from such debentures.

Passed this 29th day of October, A. D. 1894.

T. BEASLEY,

City Clerk.

A. D. STEWART,

Mayor.

19(2)

THIS AGREEMENT made the *Twelfth*
day of December in the year of our Lord one thousand eight hun-
dred and ninety-five.

BY AND BETWEEN

THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY.,
(hereinafter called the Railway Company),

Of the First Part;

A N D

THE CORPORATION OF THE CITY OF HAMILTON, (hereinafter
called the City Corporation),

Of the Second Part

WHEREAS by a By-law entitled "By-law Number 755 for
granting a bonus of \$225,000 in aid of the Toronto, Hamilton and
Buffalo Railway Company", a copy whereof is hereto annexed, a
bonus of \$225,000 is granted by the City Corporation to the
said Railway Company upon and subject to certain conditions,
provisoes and agreements in said By-law set forth,

AND WHEREAS by the Acts relating to the Railway Com-
pany the City Corporation and the Railway Company are respective-
ly authorized to make and enter into agreements and covenants
with reference to the granting of the said bonus and the other
matters more particularly set forth in the said By-law.

AND WHEREAS it is by the said By-law provided that
no debentures shall be delivered to the Company nor shall the
Company become entitled to them or any part thereof or to any
interest thereon unless and until the conditions contained in
the said By-law with regard to the delivery of such debentures
to the Company have been fulfilled on their part, nor until the
Company shall have entered into an Agreement with the City Cor-
poration to perform, observe and comply with all the agreements,
obligations, terms and conditions in said By-law contained and
such agreement shall have been approved by the City Solicitors
or one of them.

Approved,
J. MacKellar
Solicitor for City of Hamilton

19(2)

THIS AGREEMENT made the 1st day of January in the year of our Lord one thousand eight hundred and ninety-five

BY AND BETWEEN
THE BOARD OF DIRECTORS AND MANAGERS OF THE
(hereinafter called the Railway Company)
OF THE FIRST PART;

A. D.

THE CORPORATION OF THE CITY OF HALLOWE, hereinafter
called the City Corporation,
OF THE SECOND PART;

WHEREAS by a By-law entitled "By-law No. 10 for
attaching a bonus of £25,000 in aid of the Toronto, Hamilton and
North Bay Railway Company," a sum whereof is hereby annexed
to the bonus of £25,000 is granted by the City Corporation to the
said Railway Company and subject to certain conditions,
provisions and agreements in said By-law set forth.

A. D. WHEREAS by the Act relating to the Railway Com-
pany the City Corporation and the Railway Company are respectively
authorized to make and enter into agreements and covenants
with reference to the granting of the said bonus and the other
matters more particularly set forth in the said By-law.

AND WHEREAS it is by the said By-law provided that
no debentures shall be delivered to the Company nor shall the
Company be permitted to issue or pay interest or principal
on any debentures until the conditions contained in
the said By-law with regard to the delivery of such debentures
to the Company have been fulfilled on their part, nor until the
Company shall have entered into an agreement with the City Cor-
poration to perform, observe and comply with all the agreements,
conditions, terms and conditions in said By-law contained and
such agreement shall have been approved by the City Corporation
on one of them.

Handwritten notes and signatures on the right margin.

NOW THIS AGREEMENT WITNESSETH that the said Railway Company do hereby covenant and agree with the said City Corporation that the said Railway Company their successors and assigns shall and will in all respects perform, observe and comply with all the agreements, obligations, terms and conditions in said By-law contained.

AND the said Company hereby expressly covenant and agree with the said City Corporation that they will at all times indemnify and save harmless the said City Corporation from and against all claims for compensation, damages or costs by reason or on account of the construction of the said Railway, and that the said City Corporation shall be at liberty to retain out of any of the said debentures to which the said Company may become entitled under the conditions of the said By-law an amount sufficient to pay such claims and all costs relating thereto or occasioned thereby, and shall have the right to pay any of such claims and costs when legally ascertained and to use so much of said debentures as may be necessary to enable them to make such payment or payments..

AND WHEREAS this Agreement has been approved of by Francis Mackelcan Q.C., the Solicitor for the City Corporation, testified by his marking each page thereof "Approved", and adding his signature thereto, the said City Corporation do accept these presents and declare the same to be the Agreement required to be executed by the Railway Company under the provisions of the said By-law, but nothing herein contained shall be construed as implying that the said Railway Company have become entitled to the debentures mentioned in said By-law or any of them, or have complied with the other conditions of said By-law.

IN WITNESS WHEREOF the Railway Company have caused their Corporate Seal to be hereto affixed under the hand of their President and Secretary and the City Corporation have caused

Approved,

Francis Mackelcan
Solicitor for City of Manchester

their Corporate Seal to be hereto affixed under the hand of the mayor and the City Clerk of the said City.

SIGNED, SEALED AND DELIVERED)

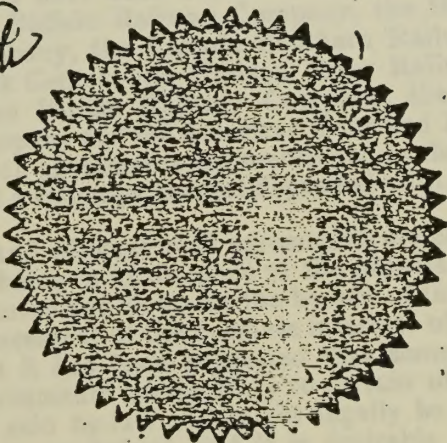
TORONTO, HAMILTON AND BUFFALO
RAILWAY COMPANY.

In the Presence of)

Witnesses to the Seal of the
City of Toronto
City Clerk

.....
President,

.....
Secretary.



.....
Mayor

proved
J. Macdonald
Director for City of Toronto

Witnessed by
City Clerk

...the ... of the ...

... and the City Clerk of the said City.

... (SIGNED, SEALED AND DELIVERED) ...
... in the presence of ...
... MAYOR OF THE CITY ...

[Signature]
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19(3)

BY-LAW NO. 895

Respecting the Toronto, Hamilton and Buffalo and Canadian Pacific Railway.

Whereas by by-law number 755 of this Corporation passed on the 29th day of October, 1894, a bonus of \$225,000 was granted in aid of the Toronto, Hamilton and Buffalo Railway Company upon and subject to certain conditions set forth in such by-law, and by certain Acts of the Legislature of the Province of Ontario and of the Parliament of Canada respectively passed in the year 1895 such by-law was confirmed and declared to be legal, valid and binding to all intents and purposes;

And whereas since the passing of said by-law certain agreements have been entered into between the Toronto, Hamilton and Buffalo Railway Company, the Michigan Central Railroad Company, the Canada Southern Railway Company, the New York Central and Hudson River Railroad Company, the Canadian Pacific Railway Company, the Dominion Construction Company and the American Loan and Trust Company of Boston, which agreements are mentioned in the schedule to this by-law, and a full copy thereof deposited with the City Clerk.

And whereas such agreements are considered by this Council as being in furtherance of the objects for which said bonus was granted and to be for the benefit of this Corporation and the advancement of the business interests of the citizens of Hamilton; but it has been suggested that some of the provisions in said agreements are contrary to certain of the conditions contained in said by-law and might legally be construed as a breach of such conditions, and it is desirable to remove all doubts upon the subject:

Therefore the Council of the Corporation of the City of Hamilton enacts as follows:

1. The Corporation of the City of Hamilton, so far as their rights or interests may be affected by any of the provisions contained in said agreements, do hereby consent to and acquiesce in such agreements and waive all forfeitures or breaches of condition which might be claimed by or on behalf of this Corporation under the terms of said by-law number 755, and of the agreement entered into by the Toronto Hamilton and Buffalo Railway Company with this Corporation with reference to said by-

law, so far as any such forfeiture or breach of condition may arise from the Company's entering into the agreements mentioned in the schedule to this by-law or by reason of the portion of the lines of the Toronto Hamilton and Buffalo Railway mentioned in said agreements coming under the control of the Canadian Pacific Railway Company, or being operated as part of or in alliance with the Canadian Pacific Railway system, and this Corporation do hereby release the Toronto Hamilton and Buffalo Railway Company from any such supposed forfeiture or breach of condition, and authorize and direct the Mayor to execute such release under the City Seal.

2. It is hereby expressly declared that nothing in such release or in this by-law contained shall release, impair or affect any condition or agreement contained in or imposed by said by-law No. 755 or the agreement between the Toronto Hamilton and Buffalo Railway Company and this Corporation with reference to said by-law, except in so far as relates to the matters set forth in the next preceding paragraph and except to the extent in said paragraph expressed.

Passed this 14th day of June, A. D. 1897.

T. BEASLEY,
City Clerk.

E. A. COLQUHOUN,
Mayor.

Schedule referred to in the foregoing by-law :

PARTIES.	DATE.
Agreement between—	
The Toronto Hamilton and Buffalo Railway Co.....	July 9th, 1895.
The Michigan Central Railroad Co..	
The Canada Southern Railway Co...	
The New York Central and Hudson River Railroad Co.....	
The Canadian Pacific Railway Co...	
The Dominion Construction Co.....	December 18th, 1895.
The American Loan and Trust Co...	
Amendments of agreements between same parties.....	April 21st, 1896.
Further amendment of agreement between same parties.....	

: UNDERTAKING: BY CANADIAN PACIFIC LIMITED and
THE TORONTO, HAMILTON AND
BUFFALO RAILWAY COMPANY

: TO: THE CORPORATION OF THE CITY OF
HAMILTON

WHEREAS By-law No. 755 of the City of Hamilton, passed on the 29th day of October, 1894 was declared binding on the Toronto, Hamilton and Buffalo Railway Company (hereinafter referred to as the "Railway") as therein set out and all who claim under it in the event (inter alia) any part of the lines referred to therein coming under the control of (inter alia) the Canadian Pacific Railway Company or company or person or persons acting for or in the interest of the company;

AND WHEREAS By-law No. 755 was confirmed and declared to be legal, valid and binding to all intents and purposes on the City of Hamilton by Statutes of Ontario, 1895, Chapter 68 and upon the Railway and all who may claim under it;

AND WHEREAS By-law No. 755 provided (inter alia) that the Railway be granted a bonus in aid of the Railway in the amount of \$225,000.00, said amount to be repaid in the event (inter alia) that the control as aforesaid, passes to the Canadian Pacific Railway Company or any company or person or persons acting for or in the interest of the company;

AND WHEREAS By-law No. 895 passed on the 14th day of June, 1897 provided for consent to and acquiescence in certain agreements and amendments thereto referred to therein and entered into between the Railway and (inter alia) the Canadian Pacific Railway Company and the waiving of all forfeitures or breaches of conditions which might be claimed by or on behalf of the City of Hamilton under the terms of said By-law No. 755 and of the Agreement between the Railway and the City of Hamilton with reference to the said By-law No. 755,

by reason of the portion of the lines of the Railway mentioned in the said agreements coming (inter alia) under the control of the Canadian Pacific Railway Company;

AND WHEREAS Canadian Pacific Limited has entered into an Agreement of Purchase and Sale dated the 27th day of May, 1976, whereby Canadian Pacific Limited is to acquire 31,930 shares of the total of 54,150 issued and outstanding Railway shares upon the condition that the Railway shall be exempt from the provisions as to control in By-law No. 755.

NOW THEREFORE THIS UNDERTAKING WITNESSETH THAT in consideration of:

- (a) the premises and covenants hereinafter contained on the part of the Railway and Canadian Pacific Limited hereto be observed, fulfilled and performed as hereinafter provided (the provisions of which shall survive this Undertaking), and
 - (b) the City of Hamilton passing a By-law consenting to waive all forfeitures or breaches of conditions which might be claimed by or on behalf of the City of Hamilton requiring repayment of the bonus in aid of the railway and interest thereon under the bonus of By-law No. 755, so far as any such forfeiture or breach of condition may arise from the Railway coming under the control of Canadian Pacific Limited,
- the Railway and Canadian Pacific Limited hereby and herein jointly and severally accept and agree without reservation to all the terms and conditions of By-law No. 755 as they apply to the property, rail lines and stations of the Railway

By reason of the position of the line of the railway
mentioned in the said agreement, the line of the railway
the interest of the Canadian Pacific Railway Company.

AND WHEREAS THE CANADIAN PACIFIC RAILWAY COMPANY

entered into an agreement of purchase and sale dated the
17th day of May, 1912, whereby the Canadian Pacific Railway
acquired 11,520 shares of the capital of 24,120 shares and one-
fourth interest in the capital of the said railway, the railway
shall be subject to the provisions as to control in By-Laws
No. 152.

NOW THEREFORE THIS AGREEMENT WHEREBY

THAT in consideration of

(a) The purchase and payment hereafter contained

on the part of the Railway and Canadian Pacific

limited, hereafter to be made, fulfilled and

performed as hereinafter provided (the provisions

of which shall survive this Undertaking), and

(b) The City of Montreal paying a by-law containing

in whole and in part or otherwise of conditions

which may be signed by or on behalf of the City

of Montreal regarding the payment of the same in and

of the railway and interest thereon under the name

of By-Law No. 152, so far as may be necessary

or breach of condition may arise from the railway

existing under the control of Canadian Pacific Limited,

the Railway and Canadian Pacific Limited hereby and herein

jointly and severally accept and agree without reservation

to all the terms and conditions of By-Law No. 152 as they

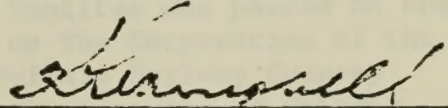
apply to the property, real estate and interests of the Railway

and all matters and things relating thereto for the purpose of giving effect to By-law No. 755.

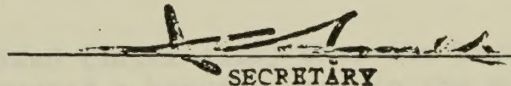
DATED THIS 9TH DAY OF SEPTEMBER 1976.

CANADIAN PACIFIC LIMITED

by:



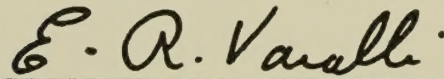
VICE-PRESIDENT



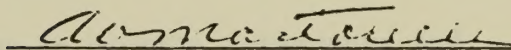
SECRETARY

THE TORONTO, HAMILTON & BUFFALO RAILWAY COMPANY

by:



PRESIDENT



ASSISTANT SECRETARY

The Corporation of the City of Hamilton

BY-LAW NO. 76-255

To Authorize:

CONSENT TO TRANSFER OF CONTROL OF
THE TORONTO, HAMILTON AND BUFFALO RAILWAY
TO THE CANADIAN PACIFIC LIMITED

19(5)

WHEREAS By-law No. 755 of the City of Hamilton was passed on the 29th day of October, 1895, and declared binding on The Corporation of the City of Hamilton and The Toronto, Hamilton and Buffalo Railway Company by the Statutes of Canada, 1895, Chapter 66 and the Statutes of Ontario, 1895, Chapter 68, and upon all who may claim under the said railway;

AND WHEREAS By-law No. 755 provided (inter alia) that the Toronto, Hamilton and Buffalo Railway Company be granted a bonus in aid in the amount of \$225,000.00 in order to secure a competing railway line through the City of Hamilton and that in the event that any part of the line or lines referred to therein coming under the control of (inter alia) the Canadian Pacific Railway Company or company or person or persons acting for or in the interest of the company the amount of \$225,000.00 shall be repaid to the City of Hamilton with interest;

AND WHEREAS By-law No. 895, passed on the 14th day of June, 1897 provided (inter alia) for,

- (a) consent to and acquiescence in certain agreements and amendments thereto referred to therein and entered into between The Toronto, Hamilton and Buffalo Railway and (inter alia) the Canadian Pacific Railway Company relating to the issue of fully paid up stock and first mortgage bonds as security for the purpose of completing certain extensions, and
- (b) the waiving of all forfeitures or breaches of conditions which might be claimed by or on behalf of the City of Hamilton under the terms of said By-law No. 755 and of the Agreement between The Toronto, Hamilton and Buffalo Railway and the City of Hamilton with reference to the said By-law No. 755, by reason of the portion of the lines of The Toronto, Hamilton and Buffalo Railway mentioned in the said agreements coming (inter alia) under the control of the Canadian Pacific Railway Company;

AND WHEREAS The Toronto, Hamilton and Buffalo Railway has entered into an Agreement of Purchase and Sale dated the 27th day of May, 1976, whereby the Canadian Pacific Limited is to acquire 31,930 shares of the total of 54,150 issued and outstanding Toronto, Hamilton and Buffalo Railway shares upon the condition that The Toronto, Hamilton and Buffalo Railway shall be exempt from the provisions as to control in By-law No. 755;

AND WHEREAS it is intended herein to waive forfeitures or breaches of conditions that might be claimed by The Corporation of the City of Hamilton by reason of the acquisition by the Canadian Pacific Limited of the 31,930 shares of The Toronto, Hamilton and Buffalo Railway Company under the Agreement dated the 27th day of May, 1976;

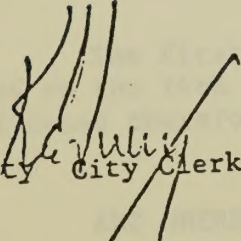
AND WHEREAS by Undertaking dated the 9th day of September, 1976, Canadian Pacific Limited and The Toronto, Hamilton and Buffalo Railway have jointly and severally accepted and agreed without reservation to all the terms and conditions of By-law No. 755 as they apply to the property, rail lines and stations of the Railway and all matters and things relating thereto for the purpose of giving effect to By-law No. 755.

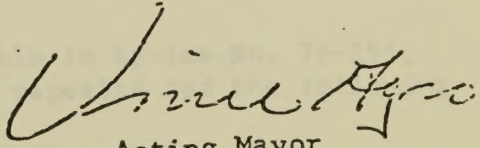
NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Forfeitures or breaches of condition which might be claimed by or on behalf of The Corporation of the City of Hamilton by reason of the acquisition by Canadian Pacific Limited of the 31,930 shares of The Toronto Hamilton and Buffalo Railway Company under Agreement dated the 27th day of May, 1976, requiring repayment to The Corporation of the City of Hamilton of the bonus in aid of \$225,000.00 and interest thereto under By-law No. 755, passed on the 29th day of October 1895, so far as any such forfeiture or breach of condition may arise from The Toronto, Hamilton and Buffalo Railway coming under control of Canadian Pacific Limited, are hereby and herein waived.
2. No waiver referred to in section 1, shall apply to or affect any terms or conditions of By-law No. 755 except as to the acquisition of shares of The Toronto, Hamilton and Buffalo Railway Company by Canadian Pacific Limited.

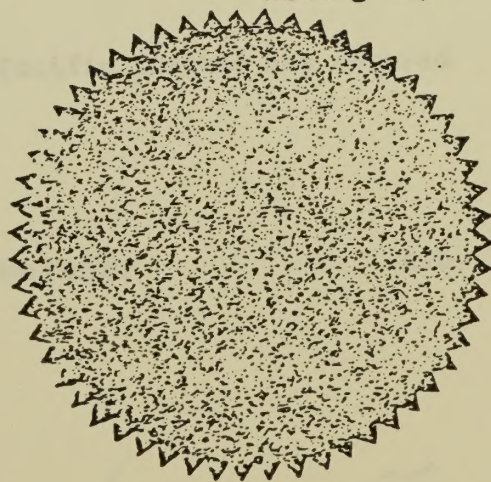
PASSED this 14th. day of September

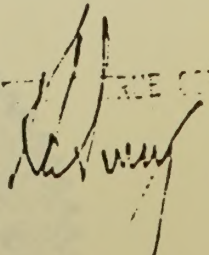
A.D. 1976.


Deputy City Clerk


Acting Mayor

(1976) 31 R.B.C. 21, July 27
(1976) 34 R.B.C. 30, September 14




CITY CLERK

The Corporation of the City of Hamilton

BY-LAW NO. 76 - 283

To Amend:

By-law No. 76-255

Respecting:

TRANSFER OF CONTROL OF THE TORONTO, HAMILTON
AND BUFFALO RAILWAY TO THE CANADIAN PACIFIC LIMITED

WHEREAS By-law No. 76-255, passed on the 14th day of September, 1976 consented to the transfer of control of The Toronto, Hamilton and Buffalo Railway to The Canadian Pacific Limited and waived forfeitures or breaches of condition in By-law No. 755, passed on the 29th day of October, 1895 as set out in By-law No. 76-255;

AND WHEREAS Canadian Pacific Limited has entered into an agreement for purchase and sale dated the 27th day of May, 1976 to acquire 31,930 shares in The Toronto, Hamilton and Buffalo Railway from the trustees of Penn Central Transportation Company;

AND WHEREAS it was inadvertently set out in the fourth preamble of By-law No. 76-255 that The Toronto, Hamilton and Buffalo Railway had entered into the agreement aforesaid;

AND WHEREAS it is desirable to amend the fourth preamble to make a correction so as to provide that Canadian Pacific Limited has entered into the agreement aforesaid.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The first line of the fourth preamble in By-law No. 76-255, passed on the 14th day of September, 1976 is repealed and the following substituted therefor:

AND WHEREAS The Canadian Pacific Limited has entered

PASSED this 12th day of October

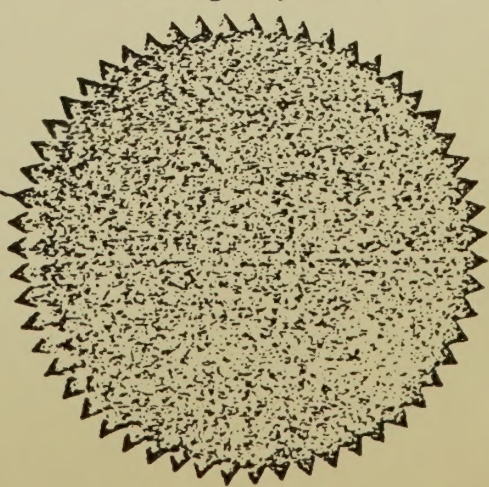
A.D. 1976.

[Signature]
City Clerk

[Signature]
Acting Mayor

CERTIFIED A TRUE COPY

[Signature]
CITY CLERK



(1976) 31 R.B.C. 21, July 27

(1976) 34 R.B.C. 30, September 14

Canadian Transport Commission
(Railway Transport Committee)

SUBMISSION OF THE CORPORATION OF
THE CITY OF HAMILTON

K. A. Rouff,
City Solicitor,
City Hall,
Hamilton, Ontario.
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